



(Europe) Limited, both of which are wholly owned subsidiaries of Orient Overseas (International) Limited, which is located at 31/F, Harbour Centre, 25 Harbour Road, Wanchai, Hong Kong.

6. Upon information and belief, at all material times, Orient Overseas Container Line did business in the United States as OOCL (USA), INC. (hereinafter, "OOCL").

7. At all material times, OOCL was and is a foreign profit corporation registered to do business in Georgia with a principal address of 10913 South River Front Parkway, Suite 200, South Jordan, UT 84095.

### **GENERAL ALLEGATIONS**

8. AJC is a global exporter and supplier of frozen food, including vegetables, seafood, port, meat, and poultry.

9. AJC agreed to supply 1,100 containers of frozen tilapia (the "Cargo") to Legendary Meats LLC for \$50,800.

10. The Cargo was to be transported from Haikou, China to Legendary Meats in Marietta, Georgia, with the Cargo scheduled to be unloaded at the port in Savannah, Georgia.

11. On or about September 9, 2023, the Cargo was loaded on the vessel ZHUO MEI for transport by Orient Overseas Container Line from Haikou, China to the port in Savannah, Georgia. AJC was the consignee for the Cargo under Orient Overseas Container Line's bill of lading number OOLU2724994420. See Exhibit 1.

12. The bill of lading provided that the Cargo should be stored at -20 degrees.

13. During the voyage, the temperature was not kept at -20 degrees Celsius, causing damage to 617 containers of the Cargo including blood saturation and stained cartons. Per the temperature recorder, the event occurred in transit between October 9 and November 3, 2023.

Temperatures reached -2.1 degrees for a prolonged period, ruining the 617 containers of the Cargo.

14. On or about November 2, 2023, the Cargo was delivered to the port in Savannah, Georgia. Carrier Howard Shipyard, Inc. was contracted to deliver the Cargo from Savannah, Georgia to Legendary Meats in Marietta, Georgia. However, the Cargo was rejected due to temperature abuse caused by OOCL.

15. Despite efforts, AJC could not salvage the remaining 483 containers of the Cargo because an interested buyer could not be found due to the temperature abuse and low product count. Thus, the entire Cargo was declared a total loss.

16. As a result, AJC suffered a loss in the amount of \$66,801.28, detailed in the attached Exhibit 2. Such loss includes the loss of the Cargo in the amount of \$50,800, storage, and disposal fees.

17. On or about November 6, 2023, AJC presented its claim for the loss of the Cargo to OOCL. OOCL refused to pay the claim.

18. AJC is without fault or contributory negligence for the loss of the Cargo and conditions precedent to bring this action have occurred or have been waived.

**COUNT I BREACH OF CONTRACT AND STATUTORY DUTY UNDER CARRIAGE OF GOODS BY SEA ACT 46 USC § 30701, STATUTORY NOTE, (“COGSA”)**

19. Plaintiff, AJC, reincorporate and reallege paragraphs 1 – 18 as though fully set forth herein.

20. Defendant, OOCL, agreed to deliver the Cargo in good order from Haikou, China to Savannah, Georgia pursuant to the bill of lading issued for the Cargo, which constituted a contract of carriage governed by COGSA.

21. Defendant, OOCL, breached its contract of carriage, including but not limited to its duty under COGSA. As a common carrier or transportation provider of cargo, Defendant had a duty to deliver the Cargo in good order and condition. Defendant failed to do so by failing to keep the Cargo at the required temperature and is liable for the loss of the Cargo.

22. The loss of the Cargo was not the result of any action of AJC but was due solely to the fault of Defendant, OOCL.

23. As a result, Plaintiff, AJC, was damaged in the amount of \$66,801.28.

**WHEREFORE**, Plaintiff, AJC INTERNATIONAL, INC., demands judgment against Defendant, OOCL (USA), INC., in the amount of \$66,801.28 plus pre and post-judgment interest, and its Court costs, and for all other relief deemed proper and just by this Court.

**DEMAND FOR JURY TRIAL**

Plaintiff, AJC INTERNATIONAL, INC., demands a jury trial on all issues so triable.

Respectfully submitted this 31<sup>st</sup> day of October, 2024.

/s/ T. Langston Bass, Jr.

T. LANGSTON BASS, JR.

State Bar No. 041320

Attorney for Plaintiff

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